

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BMO BANK N.A.,

Plaintiff,

v.

JOHN CIOE,

Defendant.

Case No. 23-CV-14814

COMPLAINT

Plaintiff BMO Bank N.A. f/k/a BMO Harris Bank, N.A. (the “Bank”), by its attorneys Carlson Dash, LLC, and for its Complaint against John Cioe (the “Defendant”), alleges as follows:

PARTIES

1. The Bank is a national banking association with its main office located in Chicago, Illinois, as set forth in its articles of association. For jurisdictional purposes, the Bank is a citizen of the state of Illinois. The Bank has its principal place of business at 320 S. Canal St., Chicago, Illinois 60606.

2. The Defendant is a citizen of Arizona and, upon information and belief, resides at 10157 E. Troon Dr., Scottsdale, Arizona 85262.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332. The amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs, and the parties maintain diversity of citizenship.

4. Venue is proper in this Court because the parties agreement stipulates that if there is a lawsuit that the Defendant agrees to the venue of the federal court located in Cook County, Illinois.

COUNT I

5. On or about November 5, 2010, Robert R. Cioe and the Defendant executed and delivered to M&I Marshall Ilsley Bank a promissory note in the original principal amount of One Million and 00/100 Dollars (the “Promissory Note”), which was delivered pursuant to the terms of a certain settlement agreement by and between Robert R. Cioe, the Defendant and M&I Marshall Ilsley Bank dated November 5, 2010 (the “Prior Settlement”). A true and correct copy of the Promissory Note and Prior Settlement are attached hereto as **Exhibit A** and **Exhibit B**, respectively.

6. On or about August 28, 2016, BMO Harris Bank N.A., as successor in interest to M&I Marshall Ilsley Bank, and the Defendant executed a certain settlement agreement obligating the Defendant to repay the principal amount of \$419,964.38. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit C**.

7. Pursuant to the Settlement Agreement, the Defendant was required to pay the outstanding balance over a payment term. *See id.*, ¶ 3.

8. On or about July 21, 2017, the Defendant made one payment of \$2,000.00; however, the Defendant has failed to make any other payments to the Bank.

9. The non-payment when due of any amount payable under the Settlement Agreement is a default under the terms of the Settlement Agreement.

10. The Defendant has failed to make the required payments due under the Settlement Agreement.

11. Due to these defaults, the Bank has accelerated all amounts outstanding under the Settlement Agreement.

12. Despite demand by the Bank, the Defendant has failed and continues to fail to pay all amounts due under the Settlement Agreement.

13. The Bank has performed all of its obligations under the Settlement Agreement.

14. The Promissory Note and Settlement Agreement permits the Bank to recover its attorneys' fees and costs.

15. As a result of the foregoing, the Defendant is liable to the Bank for the amounts owed under the Promissory Note and Settlement Agreement including, but not limited to, principal, interest, attorneys' fees and court costs.

16. As of October 10, 2023 there remains due and owing the sum of \$793,142.91 (including interest through that date). This figure does not include the additional interest, costs and attorneys' fees as provided for and allowed by Promissory Note and Settlement Agreement.

WHEREFORE, BMO Bank, N.A. respectfully requests that the Court enter judgment in its favor and against John Cioe in the amount of \$793,142.91, plus additional interest, court costs and attorneys' fees.

Respectfully Submitted,

BMO BANK, N.A.

By: /s/ Morgan I. Marcus
One of its Attorneys

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